

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION**

IN RE:	§	
	§	
Remnant Oil Company, LLC and Remnant Oil Operating, LLC	§	Case No. 19-70106-tmd Case No. 19-70107-tmd Chapter 7
	§	
	§	
	§	(Jointly administered under Case No. 19-70106)

**MOTION OF RONALD INGALLS, CHAPTER 7 TRUSTEE TO SELL REAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES
(Oil and Gas Assets)**

TO THE HONORABLE H. CHRISTOPHER MOTT, UNITED STATES BANKRUPTCY JUDGE:

Comes now Ronald Ingalls, Chapter 7 Trustee of the bankruptcy estates of Remnant Oil Company, LLC and Remnant Oil Operating, LLC (the “Trustee”) in this chapter 7 case, filing his Motion of Ronald Ingalls, Chapter 7 Trustee to Sell Real Property Free and Clear of Liens, Claims, Interests and Encumbrances (Oil and Gas Assets) (“Motion”) pursuant to Section 363(b) and (f) of the Bankruptcy Code, and in support thereof would respectfully show the Court as follows:

1. These cases were filed under Chapter 11 on July 16, 2019.
2. The Court entered an order for joint administration on July 22, 2019.
3. On April 14, 2020, the cases were converted to Chapter 7. Ronald Ingalls has been appointed as interim Chapter 7 trustee.

The Oil and Gas Interests

4. The bankruptcy estate owns the Caprock Oil and Gas Rights, the Wind Rights, the Water Rights, the First Capital Oil and Gas Rights and the North Square Lake Oil and Gas Rights together with certain associated property (the “Oil and Gas Interests”). The Oil and Gas Interests are more fully described in the Debtor's Schedules which are available upon request.

The Offer and Property Valuation

4. The Trustee has received an offer from Newco Energy Resources, LLC to purchase the Oil and Gas Interests, subject to this Court's approval for \$300,000.00 and shall take such assets subject to certain liabilities known as the Subject-To Liabilities. The Subject-To Liabilities consist of:

Nickname	Lender	Amount
First DIP Loan	Gilmore Oil & Gas, LP	\$350,000.00
Second DIP Loan	Colorado Waterston, LLC	\$750,000.00
Third DIP Loan	Colorado Waterston, LLC	\$250,000.00
\$757K Note	3-2-1 Partners, Ltd.	\$757,000.00
First Capital Note	First Capital Bank, N.A.	\$2,869,379.73

A copy of the Contract of Sale is attached to this Motion, labeled Exhibit "A" and incorporated herein for all purposes. The Debtor has scheduled the value of the Oil and Gas Interests at \$22,000,000.00. The Debtor previously received an offer to sell the Caprock Oil and Gas Rights for \$6,000,000.00 but the purchaser failed to close.

Information About the Sale

8. FOLLOWING IS INFORMATION ABOUT THE PROPOSED SALE:

a. The name and address of the proposed buyer or lessee:

Newco Energy Resources, LLC. Newco is an entity to be formed for the purpose of purchasing the estate's oil and gas assets. Its president will be Karl Winter, whose resume is attached as Exhibit B.

b. The proposed consideration to be received by the estate, including estimated costs of the sale or lease, including commissions, auctioneer's fees, costs of document preparation and recording and any other customary closing costs:

\$300,000 cash sales price plus the amount of the Subject-To Liabilities of approximately \$4,976,379.

The Chapter 11 Debtors had entered into brokerage contracts with Energy Advisors Group, LLC and Seaport Global Securities, LLC. The Trustee is seeking to reject these contracts. If the Trustee is successful, any claims by such parties will be pre-petition unsecured claims.

No other closing costs are contemplated.

c. A description of the estimated or possible tax consequences to the estate, if known, and how any tax liability generated by the use, sale or lease of such property will be paid:

The Trustee has not been able to determine the Debtors' basis in the assets being sold but anticipates that they will be sold for less than such amount so that the estate will not be liable for capital gains tax.

9. Review of the Schedules and proofs of claim filed in this case indicate the following liens, judgments, and other claims may exist against the Oil and Gas Interests¹:

Claim No.	Case	Type	Creditor	Amount
8	Operating	Tax	New Mexico Taxation and Revenue Dept.	\$15,953.69
21	Company	Other	Wildcat Oil Tools Storage	\$70,902.87
24	Company	Tax	Midland County	\$1.64
25	Company	Tax	Midland CAD	\$245.59
47	Operating	Surety	NM Oil Conservation Division	\$234,650.00
50	Company	Other	Motley Service, LLC	\$304,100.39
60	Company	Other	William E. Walker Living Trust	\$0
62	Company	Other	Tessco Energy Svc., Inc.	\$36,840.39

¹ Company refers to Remnant Oil Company, LLC and Operating refers to Remnant Operating, LLC.

74	Company	Tax	Midland County	\$1.50
78	Company	Other	Beverly Schmidt Couzzart Irrevocable Trust	\$0
79	Company	Other	Catherine Claire Couzzart Irrevocable Trust	\$0
80	Company	Other	Margaret Francis Grace Couzzart Irrevocable Trust	\$0
82	Company	Other	Mesa Well Servicing, LP	\$131,359.90
84	Company	Other	Ben's Oilfield Service	\$53,846.88
89	Operating	Other	Baker Petrolite	\$293,572.27
90	Operating	Other	Baker Hughes Oilfield Operations, LLC	\$135,000.00
93	Operating	Tax	New Mexico Taxation and Revenue Department	\$15,953.59
96	Company	Subject To	First Capital Bank South of Texas	\$2,813,502.20
98	Company	Other	Art's Hot Oil Service, LLC	\$57,842.83
106	Operating	Other	Rick's Well Service	\$95,695.51
107	Operating	Subject To	3-2-1 Partners, Ltd.	\$532,581.30
110	Operating	Other	Art's Hot Oil Service	\$108,360.64
113	Operating	Governmental	US Dept. of the Interior	\$11,220,701.00
114	Company	Subject To	3-2-1 Partners, Ltd.	\$532,581.30
115	Company	Tax	Midland CAD	\$18.79
119	Operating	Other	Rick's Well Service	\$95,695.51
120	Operating	Tax	NM Taxation & Revenue Dept.	\$15,953.69

10. The liens fall into the following categories:

- (a) the Subject-To Liabilities ("Subject To);
- (b) Taxes (Tax);
- (c) Obligations to governmental entities related to the Assets ("Governmental");

- (d) Obligations secured by surety bonds (“Surety”)and
- (e) Mechanic’s liens and other interests (“Other”).

The taxes will be paid at closing. The Assets will be sold subject to the Subject-To Liabilities and the governmental obligations. The Assets will be sold free and clear of the remaining liens and interests with the liens to attach to the sales proceeds. The liens attaching to the sales proceeds shall be subject and junior to Chapter 7 administrative expenses. The surety liabilities will continue to be secured by the surety bonds.

11. The 2020 ad valorem taxes will be pro-rated between the Estate and the purchaser. The Oil and Gas Interests shall be sold subject to such taxes. The Trustee will pay the ad valorem taxes for prior years at closing.

11. Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C §363(b)(1). Section 363(f)(2) allows the trustee to sell property free and clear of liens if the lienholders consent. The sale price appears to exceed the amount of all liens against the property.

12. The sale shall be subject to higher and better offers. If the Trustee receives any higher and better offers prior to the date set for the hearing on the Motion, the Trustee shall sell the Oil and Gas Interests to the highest bidder. The Trustee reserves the right to conduct the sale by means of sealed bids or an auction in open court, whichever shall be calculated to bring the best price in the Trustee’s opinion.

WHEREFORE, Ronald Ingalls, Chapter 7 Trustee of the bankruptcy estates of Remnant Oil Company, LLC and Remnant Oil Operating, LLC, respectfully requests that the Court grant this Motion and authorize the sale of the Oil and Gas Interests free and clear of all liens, claims

and interests as set out in this Motion, and for such other and further relief to which he may show himself entitled.

Respectfully Submitted,

BARRON & NEWBURGER, P.C.
7320 N. MoPac Expwy., Suite 400
Austin, Texas 78731
(512) 649-3243
(512) 476-9253 Facsimile

By: /s/ Stephen W. Sather
Stephen W. Sather (SBN. 17657520)

ATTORNEY FOR TRUSTEE

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Application was served by first class mail, postage prepaid and properly addressed, on June 8, 2020, to all parties listed on the attached Service List.

/s/Stephen W. Sather

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of this ____ day of ____, 2020, is by and between **RONALD INGALLS, not individually, but solely as chapter 7 trustee (“Trustee” or “Seller”) of REMNANT OIL COMPANY, LLC and REMNANT OIL OPERATING, LLC** (collectively “**Debtor**” or “**Remnant Oil**”) **BANKRUPTCY ESTATE (“Estates”), and NEWCO ENERGY RESOURCES, LLC (“Purchaser”).**

RECITALS:

WHEREAS, on or about July 16, 2019, a voluntary petition for relief under chapter 11 of the Bankruptcy Code was filed by Remnant Oil in the United States Bankruptcy Court for the Western District of Texas (“**Court**”), assigned Case No. 19-70106; and

WHEREAS, on or about July 16, 2019, a voluntary petition for relief under chapter 11 of the Bankruptcy Code was filed by Remnant Oil Operating, LLC, in the United States Bankruptcy Court for the Western District of Texas (“**Court**”), assigned Case No. 19-70107; and

WHEREAS, on July 22, 2019, the Court entered orders jointly administering the Estates;

WHEREAS, on or about April 14, 2020, the Court entered an order to convert the case to from chapter 11 of the Bankruptcy Code to chapter 7 of the Bankruptcy Code, appointing Ronald Ingalls as the chapter 7 trustee; and

WHEREAS, on or about August 14, 2019, the Court approved a \$350,000.00 bridge financing facility (the “**First DIP Loan**” [Docket No. 78¹]); and

WHEREAS, on or about September 25, 2019 the Court approved a \$750,000.00 bridge financing facility (the “**Second DIP Loan**” [Docket No. 162]); and

WHEREAS, on or about March 6, 2020, the Court approved a \$250,000.00 bridge financing facility (the “**Third DIP Loan**,” [Docket No. 325]); and

WHEREAS, on or about January 31, 2017, Debtor executed that certain promissory note with 3-2-1 Partners, Ltd. in the amount of \$757,000.00 (the “**757K Note**”), secured by that certain Deed of Trust granting 3-2-1 Partners, Ltd. a security interest in the North Square Lake Oil and Gas Rights (defined below); and

WHEREAS, on or about February 27, 2019, the Debtors executed that certain promissory note with FirstCapital Bank, N.A. in the amount of \$2,869,379.73 (the “**FirstCapital Note**”), secured by those certain deeds of trust which granted FirstCapital Bank, N.A. security interests in the FirstCapital Oil and Gas Rights (defined below), such interest having been subordinated to the Second DIP Loan [Docket No. 162]; and

WHEREAS, the First DIP Loan, the Second DIP Loan, the Third DIP Loan, the 757K Note and the FirstCapital Note are herein collectively referred to as the “**Subject-To Liabilities**,” and

¹ “Docket No.” refers to the documents entered in the case before the United States District Court for the Western District of Texas Bankruptcy, Cause No. 19-70106.

WHEREAS, the Assets (defined below) of the Debtor specifically include:

- (a) those certain oil and gas leases listed on Exhibit "1" herein referred to collectively as the "**Caprock Oil and Gas Rights**;"
 - (b) those certain wind leases listed on Exhibit "2" herein referred to as the "**Wind Rights**;"
 - (c) those certain water leases listed on Exhibit "3" herein referred to as the "**Water Rights**;"
 - (d) those certain oil and gas leases listed on Exhibit "4" herein referred to as the "**FirstCapital Oil and Gas Rights**;"
 - (e) those certain oil and gas leases listed on Exhibit "5" and referred to herein as the "**North Square Lake Oil and Gas Rights**;"
 - (f) all intellectual properties;
 - (g) all email accounts, domain names, social media accounts, without limitation;
 - (h) all causes of action, other than causes of action created by 11 U.S.C. §§544-550 and also excluding the Estate's rights against Circle Ridge Production, Inc. and Billy J. Briscoe;
 - (i) all accounts, inventory, equipment, fixtures, general intangibles, chattel paper, documents and instruments without limitation, but not including any bank accounts held by the Trustee;
- and

WHEREAS, the recitals listed in (a)-(i) in the above paragraph are herein collectively referred to as the "**Assets**;" and

WHEREAS, subject to Court approval, Seller has the power and authority to sell and assign all right, title and interest in and to the Assets to Purchaser, including, but not limited to the proceeds thereof.

NOW THEREFORE, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of THREE HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$300,000.00) plus the Subject-To Liabilities, whereby a deposit in the amount of THIRTY THOUSAND AND NO 00/100 DOLLARS (\$30,000.00) will be payable to Seller within 3 business days of receipt by Purchaser of this executed Agreement and balance of TWO HUNDRED SEVENTY THOUSAND AND NO 00/100 DOLLARS (\$270,000.00) will be payable to Seller upon the entry of a non-appealable Order of the Court approving this Agreement.

2. **Assignment of Remnant Assets.** Subject to the liens associated with the Subject-To Liabilities, Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of Seller's right, title and interest under, in and to the Assets, as well as any and all claims and rights related to the Assets, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in conjunction with the Assets subsequent to closing and all amounts, interest, and costs due under the Assets.

3. **Acknowledgements by Buyer.** Buyer acknowledges:

- (a) Buyer's obligation to pay or otherwise satisfy or compromise the obligations that make up the Subject-To Liabilities;
- (b) Buyer's failure to comply with subparagraph 3(a) above, likely will result in the foreclosure of the Assets which secure the various Subject-To Liabilities; and
- (c) Buyer is not expecting the Trustee to pay the Subject-To Liabilities.

4. **Authority to Sell.** Subject to Court approval, the sale of the Assets by Seller is made pursuant to the authority vested in Seller.

5. **Payments Received on Remnant Assets.** Seller further agrees that any payments received by Seller on account of any Assets subsequent to closing shall constitute property of Purchaser to which Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Assets.

6. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Remnant Assets as is set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER SELLS, ASSIGNS, AND TRANSFERS THE ASSETS TO PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.

7. **Free and Clear Sale.** The sale of Assets shall be free and clear of any liens, claims, or encumbrances pursuant to 11 U.S.C. § 363(f), save and except those liabilities as recited in paragraph 8 below.

8. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Assets and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations, including lien obligations, of Seller or its affiliates of any kind or nature, whatsoever, whether known or unknown, existent or future, arising out of, or in connection with, the Assets. Notwithstanding any provision in this paragraph to the contrary, the Purchaser takes the Assets subject to the Subject-To Liabilities. Purchaser is also taking the Assets subject to all state and federal regulations and obligations arising from ownership of the assets, including but not limited to plugging liabilities. At closing, the parties shall pro-rate the obligation for 2020 ad valorem taxes and the Assets shall be conveyed subject to such liabilities.

9. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller for its reasonable costs associated with such compliance.

10. **Limited Power of Attorney.** Solely with respect to the Assets, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act

in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Assets herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the transfer of the Assets to Purchaser and its rights thereunder pursuant to this Agreement.

11. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

12. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and Purchaser, subject to the bankruptcy Court's approval.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to the choice of law principles of the State of Texas.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures.

[Intentionally Left Blank, Signature Page to Follow]

THIS AGREEMENT has been duly executed as of the day and year first above written.

PURCHASER:

NEWCO, LLC

By: _____
Title: _____

Address:

SELLER:

REMNANT OIL BANKRUPTCY ESTATES

Ronald Ingalls, Chapter 7 Trustee for
Case Nos. 19-70106 and 19-70107

Address:
PO Box 2867
Fredericksburg, TX 78624

[Signature Page for Asset Purchase Agreement by and between NEWCO, LLC and Remnant Oil
Bankruptcy Estates]



KARL WINTER

OIL AND GAS ENGINEERING AND EXECUTIVE MANAGEMENT

EXPERIENCE SUMMARY

Over thirty-five years of experience in the oil and gas industry, equipment design, manufacture and supply, investment and corporate finance, board memberships, and executive and consulting management.

SKILLS

Specialized in oil and gas production projects and equipment with numerous oil and gas operating companies. Extensive experience with offshore equipment design, manufacture, installation, and operations.

Finance and investment experience includes start-up, ownership, executive management, board membership of several manufacturing, property, capital investment, and engineering companies. Experience involves sale, financing and purchase of numerous companies.

EDUCATION

Master of Business Administration (MBA)

University of Aberdeen 1992

Master of Science (Ocean Engineering) (Msc)

University of London 1985

Bachelor of Science (Engineering) (Bsc Honors)

University of Dublin 1984

Diploma In Ocean Engineering

University College London 1985

Diploma In Production Engineering

Dublin Institute of Technology 1984

Other:

Helicopter Pilot Certificate (License)

Federal Aviation Administration Part 61.5 Rotorcraft – class Helicopter

Chartered with Institute of Mechanical Engineers in UK

Drill Through Well Control Equipment

Fire Fighting and Offshore Survival

Commercial Diving Course

Variety of management courses

BOARD MEMBERSHIP

Currently own and/or serving on board of directors for:

Ocean Minerals LLC

Solstice Capital LLC and Subsidiaries

Advanced Welding Services Inc.

Valves and Industrial Resources LP

Multiple property holding companies

EXPERIENCE

OCEAN MINERALS LLC

Principal Investor, Board member 2017 – present

OCEAN FLOW INTERNATIONAL, L.L.C.

Founder, Principal Engineer, President and CEO 2000 – 2019 (sold to publicly traded company in 2009); Served as Senior Project manager and technical leader for numerous oil and gas developments tied into a variety of fixed and floating facilities. Work includes project supervision, approvals, extensive QA/QC activities, and management of vessels, rig, and crew for installation of flowline, umbilical, topside facilities, controls, tie-ins, subsea tree and all related subsea production equipment.

CLIENTS: Apache, W&T Offshore, Deep Gulf Energy, Rockhopper Exploration, Petrobras, Pogo Exploration, and Enbridge.

Senior Technical Adviser 15,000 psi oil development to be tied into a platform facility. High pressure high temperature (HPHT) highly corrosive production. Work includes flowline, umbilical, topside facilities, controls, all tie-ins, extensive QA/QC activities, subsea tree and all related subsea production equipment.

CLIENT: Deep Gulf Energy – Kodiak Project

Project manager and technical leader for 15,000 psi gas development to be tied into a platform facility 20 miles away. Work includes installation of flowline, umbilical, topside facilities, controls, all tie-ins, extensive QA/QC activities subsea tree and all related subsea production equipment.

CLIENT: Deep Gulf Energy – Tiger Project

Team Leader for gas development to be tied into a facility 60 miles away. Work includes installation of flowlines, umbilicals, topside facilities, controls, all tie-ins, subsea trees and all related subsea production equipment, extensive QA/QC activities.

CLIENT: Mariner Energy Inc. – Bass Lite Project

Project Sponsor for gas development to be tied into a nearby jacket. Work includes top level reviews of plans and procedures for installation of flowline, umbilical, topside facilities, controls, all tie-ins, subsea tree and all related subsea production equipment, extensive QA/QC activities.

CLIENT: Forest Oil (Mariner Energy Inc.)

Project manager and technical leader for gas development to be tied into a fixed platform facility. Work includes supervision, approvals, and management of vessels, rig, and crew for installation of flowline, umbilical, topside facilities, controls, tie-ins, subsea tree and all related subsea production equipment.

CLIENT: Mariner Energy Inc. - Ochre Project

Project manager and technical leader for oil and gas development to be tied into a nearby platform facility. Work includes installation of flowlines, umbilicals, topside facilities, controls, all tie-ins, subsea trees and all related subsea production equipment, extensive QA/QC activities.

CLIENT: Mariner Energy Inc. – Swordfish Project

Project manager and technical leader for oil development to be tied into a nearby TLP. Work includes installation of manifold, flowlines, inter-field lines, umbilicals, topside facilities and controls, all tie-ins, subsea trees and all related subsea production equipment, extensive QA/QC activities.

CLIENT: Mariner Energy Inc. – King Kong Yosemite Project

Consultant for elements and aspects of major field development in Brazil. Included 4 manifolds, 16 subsea trees, control system, flowlines and hook-up and installation of all subsea production equipment. This is an oil development to be tied into a new FPSO.

CLIENT: Enterprise Oil – Bijupira and Salema Projects

Project manager and technical leader for oil development to be tied into a nearby TLP. Work includes installation of topside facilities and controls, flowline, pigging line, and subsea production equipment, extensive QA/QC activities.

CLIENT: Mariner Energy Inc. - Black Widow Project

Senior Consultant for first 15,000 development for Hess. Field consists of three initial production wells tied into a manifold with multiplexed controls with 7-mile offset, extensive QA/QC activities.

CLIENT: Amerada Hess – Conger Project

Consultant responsible for detailed design reviews of equipment. Provide recommendations on specialized high-level overall bid reviews before release.

CLIENT: Drill-Quip

Senior Consultant for Offshore field development studies. Multiple fields are involved.

CLIENT: TotalFina – Elf

Senior Consultant for first development for Hess USA, four satellite wells tied into a new compliant tower through insulated pipeline bundle, extensive QA/QC activities.

CLIENT: Amerada Hess - Penn State Project

Team Leader for 10,000 psi gas field development with 31-mile offset from host production platform, extensive QA/QC activities.

CLIENT: Mariner Energy Inc. – Pluto Project

Team Leader for gas field development with 14-mile offset from host production facility simultaneous upgrade to other related platform controls, extensive QA/QC activities.

CLIENT: Mariner Energy Inc. – Dulcimer Project

Senior Advisor for 15,000 psi multiple field equipment optimization.

CLIENT: Anadarko

MUSTANG ENGINEERING INC

Senior Project Engineer 1996 – 2000

Senior Engineer for the Ashland Okwori field development offshore Nigeria. Five satellite horizontal subsea trees and controls to be tied back to a FPSO. Carried out or directed specification, procurement, and quality assurance activities.

CLIENT: Ashland Exploration

Senior Engineer for the Hardy PY-3 field development offshore India. Four satellite horizontal subsea trees and controls tied back to a semi-submersible FPU. Carried out or directed specification, procurement, quality assurance and well completion activities.

CLIENT: Hardy Oil and Gas USA Inc.

Senior Engineer/Project Manager on deep water development for Mediterranean.

CLIENT: Breda Energia/AGIP

Senior Engineer for the Shasta new field development in the Gulf of Mexico. Two satellite subsea trees and controls tied back to a fixed production platform.

CLIENT: Hardy Oil and Gas USA Inc.

Senior and Pipeline Engineer for the Nevis field development project in the North Sea.

CLIENT: Mobil (North Sea) Ltd.

NATIONAL OILWELL (UK) LTD

Senior Product Engineer 1993 – 1996 Responsible for a team of design engineers, designers and draftsmen with product development, design and manufacturing responsibilities for a wide range of offshore oilfield equipment.

DRIL-QUIP (EUROPE) LTD

Engineering Manager 1988 – 1993 Responsible for the set up and operation of the engineering department in the European headquarters, responsible for development, design and manufacturing of oilfield equipment, including subsea equipment.

KARL WINTER

1BOIL AND GAS ENGINEERING AND EXECUTIVE MANAGEMENT

NATIONAL OILWELL (UK) LTD

Project Engineer 1985 – 1988 Responsible for oilfield equipment design and manufacture on a project basis.

J.P. KENNY & PARTNERS LTD

Design Engineer 1984 – 1985 Responsible for design of pipelines and marine riser systems, manifolds and other associated equipment.

FIRST MASTER SERVICE
LIST (June 8, 2020)

United States Trustee:

Henry G. Hobbs,
Deborah Bynum
Office of the U.S. Trustee
903 San Jacinto Blvd., Room 230
Austin, TX 78701
henry.g.hobbs@usdoj.gov
deborah.a.bynum@usdoj.gov

Chapter 7 Trustee:

Ronald E. Ingalls
PO Box 2867
Fredericksburg, TX 78624-1927
ron@ingallstrustee.com

Debtor:

Remnant Oil Company, LLC
6 Desta Dr #5100
Midland, TX 79705

Professionals for Trustee:

Barbara M. Barron
Stephen W. Sather
Barron & Newburger, P.C.
7320 N. Mopac Expressway
Greystone II, Suite 400
Austin, TX 78731
bbarron@bn-lawyers.com
ssather@bn-lawyers.com

John Mosley
3834 Spicewood Springs Road, Suite 202
Austin, TX 78759

Professionals for Debtor:

Daniel B. Besikof
Loeb & Loeb, LLP
345 Park Avenue
New York, NY 10154
dbesikof@loeb.com

Professionals for Debtor (cont'd):

Bernard R. Given, II
Loeb & Loeb, LLP
10100 Santa Monica Blvd, Suite 2200
Los Angeles, CA 90067
bgiven@loeb.com

Bethany D. Simmons
Loeb & Loeb, LLP
345 Park Avenue
New York, NY 10154
bsimmons@loeb.com

Secured Creditors:

3-2-1 Partners, Ltd.
Thomas Howells
9706 Ruskin Circle
Sandy, UT 84092-3569

Art's Hot Oil Service, LLC
Arturo R. Carrasco Principal
PO Box 188
Lovington, NM 88260-0188

Baker Hughes Oilfield Operations, LLC
Will Marsh Chief Legal Officer
PO Box 301057
Dallas, TX 75303-1057

Baker Petrolite
12645 W. Airport Blvd
Sugar Land, TX 77478-6120

Ben's Oilfield Services, LLC
Attn: Jennifer Grassham
2701 N. Acoma
Hobbs, NM 88240-1801

Secured Creditors (cont'd):

Ben's Oilfield Svc Llc
PO Box 2364
Hobbs, NM 88241-2364

Bens Oilfield Services
4411 98th Street, Suite 400
Lubbock, TX 79424-5062

First Capital Bank Texas
310 W. Wall Street, Suite 100
Midland, TX 79701-5129

First Capital Bank of Texas, N.A.
c/o John Massouh
Sprouse Shrader Smith PLLC
PO Box 15008
Amarillo, TX 79105-5008

Mesa Well Servicing, LP
PO Box 1620
Hobbs, NM 88241-1620

Mesa Well Servicing, LP
c/o Dore Rothberg McKay, P.C.
17171 Park Row, Suite 160
Houston, TX 77084-4927

Midland County
c/o Laura J. Monroe
Perdue, Brandon, Fielder, Collins & Mott
PO Box 817
Lubbock, TX 79408-0817

Midland CAD
c/o Tara LeDay
PO Box 1269
Round Rock, TX 78680-1269

Motley Service, LLC
2150 S. Dixie Blvd
Odessa, TX 79766-2167

Ben's Oilfield Services, LLC
c/o Traci D. Siebenlist
Crenshaw Dupree & Milam LLP
PO Box 64479
Lubbock, TX 79464-4479

Motley Service, LLC
Aka KLX Energy Services LLC
Kozyak Tropin Trockmorton
2525 Ponce De Leon, 9th Floor
Miami, FL 33134

New Mexico Taxation and Revenue Dept.
1100 South St. Francis Drive
Santa Fe, NM 67505-4147

New Mexico Tax and Revenue Dept
Legal Services Bureau
1100 South St. Francis Drive
Santa Fe, NM 87505-4147

New Mexico Tax and Revenue Dept.
PO Box 630
Santa Fe, NM 87504-0630

New Mexico Taxation and Revenue Dept.
PO Box 2308
Santa FE, NM 87504-2308

New Mexico Taxation and Revenue Dept
PO Box 25127
Santa FE, NM 87504-5127

New Mexico Taxation and Revenue Dept
Bankruptcy Section
PO Box 8575
Albuquerque, NM 87198-8575

NM Oil Conservation Division
c/o Adrienne Sandoval
1220 S. St. Francis Drive
Santa Fe, NM 67505

Rick's Well Service
Mark Schuck
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Secured Creditors (cont'd):

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PO Box 1
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Catherine Claire Couzzart
Irrevocable Trust
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Amarillo National Bank TTEE
PO Box 1
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Margaret Francis Grace Couzzart
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Amarillo National Bank TTEE
PO Box 1
Amarillo, TX 79105-0001

Houston, TX 77002

Tessco Energy Svc., Inc.
PO Box 1999
Midland, TX 79702-1999

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c/o Mitchell Zeff
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Mitchell.Zeff2@usdoj.gov

Wildcat Oil Tools Storage
706 N. Colorado
Midland, TX 79701-3437

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